

Online services community engagement survey competition

TERMS AND CONDITIONS

1. This competition ("Competition") is conducted by the Council of the City of Gold Coast of 8 Karp Court, Bundall, Queensland ("Promoter").
2. Entry to the Competition constitutes acceptance of these terms and conditions. All entry instructions and prize information published by the Promoter form part of these terms and conditions.
3. The Competition is only open to individuals who (i) are not employees of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and (ii) if under the age of 18 years, upon the request of the Promoter, provide written consent from their parent or guardian for the individual to enter the Competition and to be bound by these terms and conditions ("Entrant").
4. The Competition commences at 11am AEST on 22/03/2017 and closes at 5pm AEST on 31/03/2017 ("Entry Period").
5. Except as otherwise indicated, all amounts stated in these conditions are stated in Australian dollars.

ENTRY

6. To enter the Competition an Entrant must enter during the Entry Period and complete the City Online Services survey at gchaveyoursay.com.au ("Entry")
7. There is no cost to enter the Competition; however phone or internet connection and usage rates may apply. Entrants should obtain details of such costs from their service providers. The Promoter is not and will not be liable for any such costs.
8. Entries must be received during the Entry Period. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment.
9. Entrants are limited to one Entry.
10. The Promoter may, in its absolute discretion, declare an Entry made by an Entrant invalid if the Entrant tampers with the Entry process, benefits from such tampering or submits an Entry that is illegible, incomplete or not in accordance with these terms and conditions. Errors and omissions may be accepted at the Promoter's discretion.

PRIZES AND WINNERS

11. This Competition is a game of chance. Skill plays no part. Three prize winners will be selected at random using the random.org application.
12. The three winners will be drawn on 04/04/2017 and will be entitled to receive one of three prizes, valued at approximately \$512 in total as follows:
13. The Prizes are:
 - a. Fitness Smart Watch valued at \$199 (First Prize).
 - b. Kindle e-Reader valued at \$174 (Second Prize).
 - c. Wireless Headphones valued at \$139 (Third Prize).
14. Where the prize is a voucher, it must be redeemed within the period stated on the voucher.
15. The winners will be notified via email or phone no later than midnight on 05/04/2017.
16. The Prize notification will state the Prize that has been won and will include instructions as to how the winner is to claim the Prize and establish his/her entitlement to it. The winner must be able to prove to the Promoter's satisfaction, that he/she satisfies the requirements of being an Entrant pursuant to conditions 3 and 6 of these Terms and Conditions.
17. The name of the winners may be published on the Promoter's City of Gold Coast Facebook and or web page.

GENERAL

18. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition.
19. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise, (ii) any theft, destruction or unauthorized access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of administering this Competition (whether as a result of one of the foregoing causes or otherwise); (v) any delay in delivery, or failure of safe delivery of the prize.
20. All of the Promoter's decisions are final and no correspondence will be entered into. If for any reason any element of the prize becomes unavailable or not capable of being delivered to a winner for any reason beyond the Promoter's reasonable control the Promoter will have no obligation to provide a similar prize to the winner or otherwise compensate the winner in any way.
21. All Entrants enter the Competition at their own risk and the winners accept the prize at his or her own risk. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability for and indemnify the Promoter in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant in connection with the Competition or prize, including without limitation: (i) any indirect, economic or consequential loss; ((ii) any liability for personal injury or death. The Promoter may request that the winner sign and return a deed of release to this effect as a condition of the Prize being awarded. If a winner fails to sign and return such release, the winner may forfeit the Prize.
22. All Entrants consent, by entering the Competition to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) and their Entry in any media at any time or times without compensation, financial or otherwise, for the purpose of promoting this Competition, the Promoter and/or any of the Promoter's products or services.
23. When an Entrant submits an Entry the Entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt,

publish and display such any content comprised in the Entry for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights. The Entrant grants these rights to the Promoter which are perpetual and acknowledges that the Entrant will not receive any payment, royalty or other consideration (whether monetary or otherwise) from the Promoter in connection with the making, use or storage of the content.

24. Entrants agree that they are fully responsible for the content they submit with their Entry. The Promoter shall not be liable in any way for such content to the full extent permitted by law. The Promoter may remove any content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, discriminatory, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the content, to the uses and terms herein; (d) their content shall not contain viruses or cause injury or harm to any person or entity; and (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems. Without limiting any other terms herein, the Entrant indemnifies the Promoter for any breach of the above terms.

INFORMATION PRIVACY

25. Where Entrants provide personal information to the Promoter, noting that the participation in the competition is voluntary, the personal information will be used by the Promoter to administer the competition in accordance with these terms and conditions. All personal information will be stored securely and except as provided for in these terms and conditions, will not be given to any other person or agency unless participants have given the Promoter permission or the Promoter is authorised or required by law.
26. The collection, use and disclosure of all personal information will be handled in accordance with the Information Privacy Act 2009 and the Promoter's privacy policy which is available at: goldcoast.qld.gov.au/documents/bf/Information_Management_and_Information_Privacy_Policy.pdf
27. The Promoter reserves the right to modify these Terms and Conditions as it determines as necessary in its sole discretion.